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9-5-1939

## Vancouver Auto Dealers Association and International Association of Machinists, Lodge 1374 (1939)

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## Vancouver Auto Dealers Association and International Association of Machinists, Lodge 1374 (1939)

### Location

Vancouver, WA

### Effective Date

9-5-1939

### Expiration Date

5-1-1940

### Employer

Vancouver Auto Dealers Association

### Union

International Association of Machinists

### Union Local

1374

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

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### Comments

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Conciliation

# CONFIDENTIAL AGREEMENT

Vancouver Auto Dealers Ass'n  
Vancouver, Washington

Machinists #1374  
Vancouver Wash.  
5-1-40

199/3561

By and between Vancouver Lodge No. 1374 of the International Association of Machinists and the \_\_\_\_\_ of \_\_\_\_\_, Washington, prescribing conditions mutually agreed upon by the parties hereto.

## Sec. 1

All employees covered by this agreement shall be members in good standing of Vancouver Lodge No. 1374 I. A. of M., with the following provision:

When additional men are required to fill vacancies or to fill new positions, members of Vancouver Lodge No. 1374, I. A. of M. will be given preference in employment, provided they are qualified to render the service required. If such members are not available, men not members of Vancouver Lodge No. 1374, I. A. of M. may be employed at the regular wage scale provided herein, and such men will make prompt application and become members of Vancouver Lodge No. 1374, I. A. of M. within thirty (30) days. In the hiring of help, local residents of the necessary qualifications shall be given preference.

## Sec. 2

Hours of Work: Eight hours of work performed in nine consecutive hours between 8 A. M. and 6 P. M. shall constitute a work day. Five days shall constitute a work week of forty hours.

Each employee shall be given one full day off each week in addition to Sunday, this additional day to be so arranged that all employees, through an equitable system of rotation get two consecutive days off in regular turns; lists to be posted conspicuously in the shop in order that all employees affected may know in advance what days they can plan to be off work.

## Sec. 3

Rates of Pay: The minimum rates of pay shall be as follows:

Journeyman (including auto mechanics, auto machinists, electricians, body and fender repairmen, servicemen and painters):

Per hour for day shift \_\_\_\_\_ \$0.92½

Foremen (Journeyman who work with mechanics' tools) shall receive not less than 10% above the journeyman's scale.

Apprentices—1st year	Per Day: \$2.70
2nd year	Per Day: \$3.60
3rd year	Per Day: \$5.00
4th year	Per Day: \$6.30

Pay for any fraction of a day shall be computed according to the rates set forth above.

These rates shall apply on all work done, whether on customers' cars, or cars owned by the employer.

All wages shall be paid weekly.

## Sec. 4

Additional Shifts: Employers may operate additional shifts of eight hours within nine consecutive hours, over-lapping the regular day shift if desired, or entirely outside of the regular day shift hours; provided, however, that, for any and all hours worked on such shifts, other than between 8 A. M. and 5 P. M., the rate of pay shall be at least ten per cent (10%) more than the regular day shift rate.

## Sec. 5

Overtime: Any time worked in excess of the regular eight (8) hours in one day, or during the regular day off, or on Sundays, New Years Day, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day or on Christmas Day, shall be paid for at the rate of time and one-half. All overtime to be computed on the basis of the regular dayshift rate.

## Sec. 6

Reporting for Work: Any employee coming under this agreement who is required to report for work shall be given four consecutive hours of work from the time he reports each day, and shall receive full time pay for all time thereafter that he is required to remain on the premises, at work or ready for work. Any regular employee who is not specifically instructed, at least twelve (12) hours before his regular starting time, not to report for work, shall be considered as having been ordered to report and therefore entitled to four hours work. This does not apply to extra employees; they are provided for under Section 8.

## Sec. 7

Sustenance Income: In order to insure a reasonable sustenance income, employers shall guarantee the payment of a regular weekly minimum wage of \$30.00 for Journeymen for such of these employees as are required to report for work from week to week.

## Sec. 7a

Apprentices shall be given full time employment.

## Sec. 7b

No employee shall suffer a reduction in wages as a result of this agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the employer.

## Sec. 8

Extra Mechanics: Extra Mechanics may be employed at the rate of .97½ per hour. They shall be guaranteed four (4) consecutive hours of work from the time they report for work each day and shall receive full time pay for all time thereafter that they are required to remain at work or on the premises ready for work. The number of Extra Mechanics in any one shop shall not exceed one-third of the total number of Mechanics employed. Before leaving work each day extra men must themselves, ascertain whether or not they are required to report for work the next day.

Except for the rate of pay, \$30.00 weekly guarantee, and consecutive lays off, all other provisions of this agreement shall apply with equal force to extra men as to regular Mechanics.

## Sec. 9

Payroll Deductions: No payroll deductions shall be made for any purpose whatsoever except as required by law.

## Sec. 10

Apprentices and Helpers: One apprentice may be employed in any shop where two journeymen are employed, and one additional apprentice may be employed for every seven additional journeymen employed. Apprentices shall constitute the only employees learning the trade and shall be given every opportunity and encouragement to master it.

## Sec. 11

Piece Work, etc.: Piece work, flat rate, bonus and so-called merit systems are barred as a basis for computing the pay of any employees coming under this agreement.

## Sec. 12

Claims for Defective Work: No wage deduction or other charge shall be made against any employee on account of any claim for defective work except in a case of proven negligence.

## Sec. 13

The laundry of all coveralls and shop coats shall be paid for, half by the employee and half by the employer.

## Sec. 14

Employer will not sublet work to automotive repair shops declared UNFAIR by the Clark County Central Labor Council.

## Sec. 15

Competency: An employee having remained in service for sixty days shall be considered as having established competency. (Suspension or dismissal from service for a justifiable cause shall not be considered a violation of this provision.)

## Sec. 16

Seniority: Seniority, providing the senior employee is qualified to perform the required work, shall prevail in the reduction and restoration of forces. In reducing forces, the ratio of apprentices to journeymen as defined in Sec. 10, of this agreement, will be maintained.

## Sec. 17

Interpretation of Agreement: In case of any differences arising between the parties to this agreement, over its interpretation, and which cannot be otherwise adjusted, each party hereto shall designate a representative and these two shall jointly choose a third party, who, together, will constitute an arbitration board to immediately consider the points at issue and reach a decision which shall be binding upon both parties hereto. In the meantime, there shall be no cessation of work.

## Sec. 18

This agreement shall become effective upon signing and shall remain in full force and effect until May 1st, 1940, and thereafter from year to year unless either party hereto, shall give the other thirty days written notice (immediately prior to the expiration date) of a desire for change; in which event negotiations shall proceed with a view to reaching a revised agreement before the expiration date.

Dated \_\_\_\_\_ at \_\_\_\_\_, Wash.

Signed for the firm of \_\_\_\_\_

Signed for the Vancouver Lodge No. 1374 International  
Association of Machinists

By \_\_\_\_\_

By \_\_\_\_\_

SEP 5 1939  
AM PM  
11/12/13/14/15/16

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Returned To  
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